

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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TRAVELERS CASUALTY INSURANCE COMPANY
OF AMERICA,

Plaintiff,

-against-

21 CIVIL 8220 (KMK)

JUDGMENT

BLIZZARD BUSTERS SNOWPLOWING CORP.,
BLIZZARD BUSTERS SNOWPLOWING, INC.,
BLIZZARD BUSTERS, CORP., BLIZZARD BUSTERS
LANDSCAPING & SNOWPLOWING, NORMA REID-
LYNCH, and COSTCO WHOLESALE CORPORATION,

Defendants.
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It is hereby **ORDERED, ADJUDGED AND DECREED:** That for the reasons stated in the Court's Opinion and Order dated December 11, 2023, Plaintiff's Motion To Dismiss is granted. Defendant has already amended its Counterclaims once, after the Court put it on notice of the deficiencies in those Counterclaims. (See March 2023 Opinion 16 (rendering the first adjudication of [Defendant's] claims").) "To grant [Defendant] leave to amend would be allowing [it] a 'third bite at the apple,' which courts in this district routinely deny." Binn v. Bernstein, No. 19-CV-6122, 2020 WL 4550312, at *3-4 (S.D.N.Y. July 13, 2020) (collecting cases), report and recommendation adopted, 2020 WL 4547167 (S.D.N.Y. Aug. 6, 2020); cf. Nat'l Credit Union Admin. Bd. v. U.S. Bank Nat'l Assn, 898 F.3d 243, 257-58 (2d Cir. 2018) (When a plaintiff was aware of the deficiencies in his complaint when he first amended, he clearly has no right to a second amendment even if the proposed second amended complaint in fact cures the defects of the first. Simply put, a busy district court need not allow itself to be

imposed upon by the presentation of theories seriatim. (alteration adopted) (footnote and quotation marks omitted)); *Kamdem-Ouaffo v. Pepsico, Inc.*, 160 F. Supp. 3d 553, 574 n.28 (S.D.N.Y. 2016) ("[T]he [c]ourt has given [p]laintiff two bites at the apple, and there is no need for a third bite."). Defendants claims are therefore dismissed with prejudice; accordingly, the case is closed.

Dated: New York, New York

December 12, 2023

RUBY J. KRAJICK

Clerk of Court

BY:


Deputy Clerk
